

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

PEARLE VISION, INC.,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION NO. 08-00046-CG-C
)	
STAR VISION CENTERS, INC. and)	
MARK TEGENKAMP, O.D.,)	
)	
Defendants.)	

**FINAL DEFAULT JUDGMENT AGAINST
STAR VISION CENTERS, INC and MARK TEGENKAMP, O.D.**

THIS CAUSE, having come before the court upon Pearle Vision, Inc.'s Motion For Final Default Judgment Against Defendants Star Vision Centers, Inc. and Mark Tegenkamp (Doc. 22), and pursuant to this court's order, entered this date, finding that judgment, as follows, is appropriate, it is hereby ordered and adjudged that:

1. Due and legal service has been had upon defendants Star Vision Centers, Inc. and Mark Tegenkamp; this court has jurisdiction over the defendants in this action and the subject matter herein; the default entered in this cause is hereby ratified and confirmed.

2. Pearle Vision, Inc.'s Motion For Final Default Judgment Against Defendants Star Vision Centers, Inc. and Mark Tegenkamp is hereby granted. Pearle Vision, Inc. shall recover as its final judgment against defendants Star Vision Centers, Inc. and Mark Tegenkamp, jointly and severally, the principal sum of \$296,923.20, plus attorney's fees in the amount of \$24,429.30, costs in the amount of \$425.00, for a total judgment amount of **\$321,777.50**, for which let execution issue.

3. Additionally, defendants, Star Vision Centers, Inc. and Mark Tegenkamp, their agents, servants, employees, franchisees, licensees, and attorneys, and all others in active concert or participation with them, are **PERMANENTLY ENJOINED and RESTRAINED** from:

a. manufacturing, packaging, distributing, selling, advertising, displaying, or promoting any product or service bearing any of Pearle Vision, Inc.'s trademarks, service marks, and confidential, proprietary, or trade secret information, or any colorable imitation thereof;

b. displaying or using any of Pearle Vision Inc.'s trademarks, service marks, and confidential, proprietary, or trade secret information to advertise or promote the sale of, or to identify, any store, product, or service;

c. making in any manner whatsoever any statement or representation, or performing any act, likely to lead members of the public to believe that defendants, Star Vision Centers, Inc. and Mark Tegenkamp, their store, and the products and services provided therein, are in any manner, directly or indirectly, associated, affiliated, or connected with, or licensed, sponsored, authorized, or approved by Pearle Vision, Inc.

DONE and ORDERED this 3rd day of June, 2008.

/s/ Callie V. S. Granade

CHIEF UNITED STATES DISTRICT JUDGE